

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 25, 2022

Publication Date: April 20, 2022

TIME: 6:30 p.m.

DATE: April 25, 2022

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

**II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING
AGENDA ITEMS**

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Continuing Sanitation/Recycling Discussion with Steve Edwards [Bender]
- b) Update of Ongoing Projects [Bender]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 25, 2022

Publication Date: April 20, 2022

TIME: 7:30 p.m.

DATE: April 25, 2022

PLACE: Council Chambers

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE TO THE FLAG
- IV. CEREMONIAL MATTERS
PRO 2022-04 – Arab American Heritage Month
- V. MINUTES
Approve the Minutes of the April 11, 2022 Meetings
- VI. INVITED GUESTS
None
- VII. COMMITTEE / DEPARTMENT REPORTS
- VIII. APPROVAL OF THE AGENDA
- IX. PUBLIC HEARING
None
- X. CONSENT AGENDA (Please see *Note)
- XI. OLD BUSINESS
- XII. NEW BUSINESS
 - a) Consideration and Action on RES 2022-03 - Adopting a Program for Approved Electronic or Digital Signature in Lieu of Written “Wet” Signature [Bender]

REGULAR BUSINESS & PUBLIC HEARING OF MAYOR AND COUNCIL
MONDAY, APRIL 25, 2022
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- b) Consideration and Action on RES 2022-04 - Resolution Designating the Eligible Use Category for the First Tranche of Local Fiscal Recovery Funds Through the American Rescue Plan Act (ARPA) [Bender]
- c) Consideration and Action on RES 2022-05 – Authorizing Membership in the Georgia Interlocal Risk Management Agency (Girma) and Approving the Intergovernmental Contract [Bender]
- d) Consideration and Action on Surplus of City Police Vehicles and Equipment [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53
Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.
- Decorum
You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
APRIL 25, 2022

April 25

Council Meeting

Monday, April 25, 2022

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

April 26

Planning Commission Meeting

Tuesday, April 26, 2022

7:15 pm Work Session – Council Chambers, City Hall

7:30 pm Meeting - Council Chambers, City Hall

April 27

Special Called Meeting of Mayor & Council

Wednesday, April 27, 2022

6:00 pm – Conference Room 145, City Hall

April 30

Snellville Winter Farmers' Market

Saturday, April 30, 2022

9:00 am to Noon

City Hall Parking Lot

April 30

Snellville Police Department Drug Take Back

Saturday, April 30, 2022

10:00 am to 4:00 pm

Snellville Police Department Parking Lot

May 1

Broadcast of 04/25/22 Council Meeting

Sunday, May 1, 2022

Watch the broadcast of the 04/25/2022 Council Meeting on Comcast Channel 25 at 6:30 pm

May 7

Snellville Winter Farmers' Market

Saturday, May 7, 2022

9:00 am to Noon

City Hall Parking Lot

May 7

Family Fun Day @ Briscoe Park

Saturday, May 7, 2022

11:00 am to 3:00 pm

Briscoe Park

May 9

Council Meeting

Monday, May 9, 2022

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall



CITY OF SNELLVILLE

Proclamation

PRO 2022-04

ARAB AMERICAN HERITAGE MONTH APRIL 2022

- WHEREAS, National Arab American Heritage Month is observed throughout the United States each April; and
- WHEREAS, for more than a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including medicine, law, business, technology, government, and culture; and
- WHEREAS, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends; and
- WHEREAS, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that has added strength to our nation; and
- WHEREAS, the Arab American community joins all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and
- WHEREAS, Georgia takes great pride in the diversity of people, cultures, and traditions represented by its residents; and
- WHEREAS, Georgia is enriched by the significant and lasting contributions of its residents of Arab American heritage.

THEREFORE, I, Barbara Bender, Mayor of the City of Snellville, Georgia, Where Everybody is PROUD to be Somebody, do hereby join with our City Council and the citizens of Snellville to hereby commend the innumerable contributions of Arab Americans and proclaim April 2022 as Arab American Heritage Month.

Proclaimed this 25th day of April, 2022.



ATTEST:

Barbara Bender, Mayor

Dave Emanuel, Mayor Pro Tem

Solange Destang, Council Member

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

Melisa Arnold, City Clerk

Tod Warner, Council Member



**WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 11, 2022**

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, Assistant City Attorney Jay Crowley with Powell and Edwards Attorneys at Law, (Attorney Chuck Ross was absent) Planning and Development Director Jason Thompson, Public Information Officer Brian Arrington, Parks & Recreation Director Lisa Platt, Chief Greg Perry, IT Administrator Erika Fleeman, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

**REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA
ITEMS**

The agenda was reviewed.

REVIEW CORRESPONDENCE

City Manager Sanders reviewed a request to use the Towne Green by Snellville Community Meet. After discussion consensus was to allow the use of the Green for the event.

Larry Kaiser of Collaborative Infrastructure Services reviewed a request by Omshiv to shut down Clower Street for 60 days during construction of the round-a-bout. Mayor and Council discussed the impact and different options. Consensus was to allow 30 days and ask Omshiv about working nights and weekends to speed up the project.

CITY ATTORNEY'S REPORT

Attorney Crowley gave an update on several pending issues, including closing on Phase 2 of the Towne Green with MidCast, the contract with Thrive, the contract for the Market, and nuisance cases.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on the Towne Center as well as other ongoing projects.

Discussion was held about the presentation done on March 29, 2022 regarding attracting sports tournaments by Randy DuTeau with Sports Strategies. Mayor Bender advised that since it is a marketing tool the project cost would fall under Snellville Tourism and Trade. Consensus was that Mayor and Council express support but would like to see the final work product done for other Cities to get a better understanding of the end product.

City of Snellville Administration Department

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EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:20 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 11, 2022

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz and Tod Warner. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, Assistant City Attorney Jay Crowley with Powell and Edwards Attorneys at Law, (Attorney Chuck Ross was absent) Planning and Development Director Jason Thompson, Public Information Officer Brian Arrington, Parks & Recreation Director Lisa Platt, Chief Greg Perry, IT Administrator Erika Fleeman, and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:31 p.m.

INVOCATION

Pastor David Goebel of Redeemer Church gave the invocation.

PLEDGE TO THE FLAG

Boy Scout Troop 65 presented the colors and led the Pledge of Allegiance.

CEREMONIAL MATTERS

STAT Service Award Presentation to Billy Franklin

Kelly McAloon presented former Snellville Tourism and Trade Board Member Billy Franklin with a plaque for his years of service.

MINUTES

Approve the Minutes of the March 24, 2022 Special Called Meeting, March 28, 2022 Regular meetings, and March 29, 2022 Special Called Meeting

Mayor Pro Tem Emanuel made a motion to approve the minutes of the March 24, 2022 Special Called Meeting, March 28, 2022 Regular Meetings, and March 29, 2022 Special Called Meeting, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, APRIL 11, 2022
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APPROVAL OF THE AGENDA

Council Member Schulz made a motion to approve the agenda of the April 11, 2022 meeting, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING

2nd Reading - SUP 22-01 – Consideration and Recommendation on Application by RCG Snellville, LLC Requesting a Special Use Permit to Develop and Operate a Kidney Dialysis Facility for Davita Dialysis Center and Request for Variances From Sec. 205-1 Towne Center Overlay District Requirements of the Snellville Unified Development Ordinance for a Proposed 0.768 Acre Outparcel in the Snellville Oaks Shopping Center, Zoned BG (General Business) District and Located in the Towne Center Overlay District, 2135 E. Main Street, Snellville (p/o Tax Parcel 5038 174)

Planning Director Thompson gave an overview of the application and advised that the Planning Department and Planning Commission both recommend approval with conditions and variances. Mayor and Council asked questions of Mr. Thompson.

Applicant, Wesley Padgett, Vice President of Acquisitions for RCG, was present and spoke about the application. He advised that due to the current lease with Davita they needed to be relocated to facilitate redevelopment of the center. He answered questions of Mayor and Council.

Mayor Bender opened the floor for public comment and no one came forward.

Council Member Lenski made a motion to approve SUP 22-01, 2nd by Mayor Pro Tem Emanuel; voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2022-02 is attached to and made a part of these minutes.)

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Mayor's Nomination and Council Confirmation of Anne Dowdall to Park and Recreation Board Post 2 with an Expiration Date of 6/30/2022 [Bender]

Mayor Bender nominated Anne Dowdall to Post 2, confirmed by Council 6 in favor and 0 opposed, nomination is approved.

Mayor's Nomination and Council Confirmation of Barbara Harris to Park and Recreation Board Post 3 with an Expiration Date of 6/30/2023 [Bender]

Mayor Bender nominated Barbara Harris and advised that the correct post number for this nomination is post 6, confirmed by Council 6 in favor and 0 opposed, nomination is approved.

Mayor Bender administered the Oath of Office to Board Members Dowdall and Harris.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, APRIL 11, 2022
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COUNCIL REPORTS

Council Members Destang, Warner, Lenski, Schulz, and Mayor Pro Tem Emanuel gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

The following people came forward:

Kelly McAloon, Executive Director of Snellville Tourism and Trade.

Gwinnett County Judge Angela Duncan spoke.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Lenski; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:09 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

RESOLUTION NO. 2022-03

STATE OF GEORGIA COUNTY OF GWINNETT

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SNELLVILLE, GEORGIA, ADOPTING A PROGRAM FOR APPROVED ELECTRONIC OR DIGITAL SIGNATURE IN LIEU OF WRITTEN “WET” SIGNATURE

WHEREAS, the use of electronic and digital signatures on legally binding documents has become increasingly prevalent; and

WHEREAS, authorizing electronic and digital signatures will improve the efficiency of processes, increase employee productivity, and simplify existing workflows; and

WHEREAS, the City of Snellville (“City”) desires to implement industry best practices using electronic records and electronic and digital signatures to effectively manage documents in accordance with Georgia state law; and

WHEREAS, the establishment of this policy will enable the City of Snellville to use and accept approved electronic signatures and digital signatures in lieu of written signatures, that comply with the requirements of Title 10, Chapter 12 Electronic Transactions of the Official Code of Georgia Annotated and other applicable laws and regulations; and

WHEREAS, this policy applies to the Mayor, or his/her designee, the Mayor Pro Tem, the City Manager, or his/her designee, the Assistant City Manager, the City Clerk, and Department Heads, and governs all uses of electronic and digital signatures and electronic records used to conduct the official business of the City of Snellville; and

WHEREAS, it is the intent of the City of Snellville to encourage the use of electronic and digital signatures in certain external documents when it is operationally feasible, where technology permits, when it is otherwise appropriate in the discretion of the City Manager, or his/her designee, and City Clerk, and where it is legally binding to do so in accordance with the provisions that follow:

1. To the extent permitted by law, the City accepts electronic and digital signatures as legally binding and equivalent to handwritten signatures to signify an agreement with applicable laws and regulations only on City contracts approved by the Mayor and City Council. The City reserves the right to amend or expand the pool of eligible documents or to cease the acceptance of electronic or digital signatures altogether at any time.
2. The parties to a transaction must agree to conduct the transaction by electronic means with the use of a City-approved electronic signature method that complies with applicable laws and regulations, including the capability of all parties to retain and accurately reproduce the electronically signed document or record. The City Attorney’s office shall

draft appropriate language to be included in the contract template.

3. City shall from time to time update approved forms for electronic or digital signatures. Forms approved, but not limited to, are as follows:
 - a. Contracts for goods or services as listed in the city's purchasing policy.
 - b. Contracts approved by the Mayor and City Council.
 - c. Settlement agreement contracts approved by the Mayor and City Council.
 - d. Letters / documents the City Council has authorized the Mayor to sign.
 - e. Contracts concerning the administrative business of the city which the city manager and his/her designee has control over pursuant to employment agreement, personnel resolution, or City municipal code or ordinance.
 - f. Other forms as approved by the City Manager or his/her designee.
4. This policy does not supersede laws that specifically require a handwritten signature, nor does it limit the right or option of the City to conduct the transaction on paper or in non-electronic form.

Prohibited Use of Electronic or Digital Signatures.

Use of electronic or digital signatures is prohibited in the following situations:

1. Transactions for which electronic signatures are not enforceable by law and/or transactions requiring a handwritten signature, such as transfers of real property.
2. Transactions that require a person to sign in the presence of a notary.
3. Permits requiring handwritten signature (such as property owners verifying approval of submittal of application).

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Snellville authorizes and approves a program for electronic and digital signatures and use of electronic records.

{SIGNATURES ON THE FOLLOWING PAGE}

ADOPTED, this 25th day of April, 2022.

Barbara Bender, Mayor

Dave Emanuel, Mayor Pro Tem

ATTEST:

Cristy Lenski, Council Member

Melisa Arnold, City Clerk

Solange Destang, Council Member

APPROVED AS TO FORM:

Gretchen Schulz, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Tod Warner, Council Member

RESOLUTION NO. 2022-04

**STATE OF GEORGIA
COUNTY OF GWINNETT**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
SNELLVILLE, GEORGIA, DESIGNATING THE ELIGIBLE USE CATEGORY
FOR THE FIRST TRANCHE OF LOCAL FISCAL RECOVERY FUNDS
THROUGH THE AMERICAN RESCUE PLAN ACT.**

WHEREAS, on July 19, 2021, the State of Georgia, as subaward from the United States Department of Treasury (hereinafter “U.S. Treasury”), deposited the City of Snellville’s first tranche of funds from the American Rescue Plan Act (ARPA), which is Three Million, Seven Hundred Forty-eight Thousand, Seven Hundred Forty and 50/100 Dollars (\$3,748,740.50); and,

WHEREAS, on January 6, 2022, the U.S. Treasury released updated funding guidance known as the ARPA Final Rule; and,

WHEREAS, the ARPA Final Rule contains modifications to the guiding principles that require Mayor and City Council action for expenditures on government services under the revenue replacement category; and,

WHEREAS, the U.S. Treasury, under the ARPA Final Rule has established an opportunity for selection of a standard allowance of up to Ten Million 00/100 Dollars (\$10,000,000.00) that may be spent on government services during the period of performance as an alternative to the revenue replacement calculation; and,

WHEREAS, that as a subrecipient, the City of Snellville is required by the U.S. Treasury to either select the standard allowance of up to Ten Million 00/100 Dollars (\$10,000,000.00) or the alternative revenue replacement calculation; and,

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Snellville do hereby select the standard allowance of Ten Million 00/100 Dollars (\$10,000,000.00) in accordance with Federal Law and the ARPA Final Rule, for the current critical needs and priorities for which there is consensus.

ADOPTED, this 25th day of April, 2022.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ADOPTED, this 25th day of April, 2022.

Barbara Bender, Mayor

Dave Emanuel, Mayor Pro Tem

ATTEST:

Cristy Lenski, Council Member

Melisa Arnold, City Clerk

Solange Destang, Council Member

APPROVED AS TO FORM:

Gretchen Schulz, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Tod Warner, Council Member

RES 2022-05

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes public entity to execute intergovernmental contracts to form and become members of an interlocal risk management agency for the purpose of sharing liability, motor vehicle and property damage risks in whole or in part with those of other public entities; and,

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a public entity to pay; and,

WHEREAS, public entities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia public entities do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, the Georgia Municipal Association has studied the possibility of creating an intergovernmental risk management agency so that Georgia public entities may self-insure their risks and has concluded that such an agency is economically feasible; and,

WHEREAS, the Public Entity of Snellville is desirous of becoming a Member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the Public Entity of Snellville has reviewed the intergovernmental contract and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed upon this public entity are in accordance with the philosophy and public policy objectives of this community; and,

WHEREAS, the governing authority of the Public Entity of Snellville finds that it is in the best interest of its citizens to become a member of GIRMA,

NOW, THEREFORE BE IT RESOLVED by the Public Officials of the Public Entity Snellville, Georgia:

- Section 1: That the (insert title of Chief Officer) Mayor of the Public Entity Snellville is authorized to execute on behalf of the Public Entity the intergovernmental contract to become a Member of GIRMA. A copy of the contract and bylaws of GIRMA are attached to and made part of this resolution as Appendix 1.
- Section 2: The powers of GIRMA, unless the contract and bylaws are amended, shall be limited to those contained in the documents attached as Appendix 1, those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.
- Section 3: The commencement of operations and the continuing operations of GIRMA and the obligation of this Public Entity to fully participate in such operations shall be effectuated in accordance with the contract and bylaws.
- Section 4: The (insert title of designated person) City Clerk is designated as the Public Entity's representative to GIRMA. The Public Entity may change its representative by informing GIRMA of the change in writing.
- Section 5: This resolution shall be effective upon its passage and approval.

Adopted this 25 day of April of 2022

City of Snellville
(Name of Public Entity)

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency ("GIRMA") by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA's Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this 25 day of April, 2022 by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the Snellville [Name of Prospective Member Entity] ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner of the State of Georgia;

NOW, THEREFORE IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each public entity becoming a party to this agreement the parties agree as follows:

PARAGRAPH 1

MANAGEMENT PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract. The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds; to establish and administer a risk management service; to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

Section 1.2. Operations and Eligibility for Membership. The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a "municipality", as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

PARAGRAPH 2 DEFINITIONS

Section 2.1. Definitions. In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of GIRMA.
- (4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.
- (5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.
- (7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

PARAGRAPH 3 BOARD OF TRUSTEES

Section 3.1. Trustee Qualifications. The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

Section 3.2. Selection of Board Members. The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

Section 3.3. Meetings. All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4. Liability of Trustees and Officers. Trustees and officers of GIRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA, nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.

PARAGRAPH 4 BOARD POWERS AND DUTIES

Section 4.1. Board Powers and Duties. The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section 1 and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

PARAGRAPH 5 MEMBERSHIP

Section 5.1. Membership. The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2. Member Representatives. The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

Section 5.3. Withdrawal.

- (1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90) days advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.
- (3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.
- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

Section 5.4. Membership Review and Termination. A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

**PARAGRAPH 6
OBLIGATIONS OF MEMBERS**

Section 6.1. Member Obligations. Members of GIRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund established by the Board.
- (2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.
- (5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.
- (6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.
- (7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.
- (8) To follow all loss reduction and prevention procedures established by GIRMA.
- (9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2. Optional Defense of Fund Member. A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided, however, the attorney selected by GIRMA to defend the claim shall be lead counsel in all matters.

Section 6.3. Contractual Obligation. This agreement shall constitute a contract among the Members of GIRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of a Fund and assessments may be required to meet any financial obligation of GIRMA or of any Fund.

PARAGRAPH 7

AMENDMENTS TO CONTRACT

Section 7.1. Amendments. This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the voting Members shall become effective immediately or at such future time as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty (30) days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

Section 8.1. Annual Report. The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

PARAGRAPH 9

OPERATION OF GROUP SELF-INSURANCE FUNDS

Section 9.1. Loss Protection. GIRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2. Coverage Descriptions. The Board or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as deems advisable. Such amended Coverage Descriptions shall be effective for GIRMA's subsequent coverage years.

Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

[To be completed by "New Members" joining after September 1, 2016]

This foregoing Intergovernmental Contract is entered into on behalf of Snellville (Name of New Member), this day of 25 April 2022 by the duly authorized officer whose signature appears below.

Barbara Bender

(Name of New Member)

(Authorized Signature/Title)

Mayer

Witness/title

(Entity Seal - Printed)

Agenda Item Summary



Date: 04/25/2022

Prepared by: Lt. Rain Nieddu

Agenda item:

Consideration and Action on Surplus of City Police Vehicles and Equipment

1. Police Unit 148 - 2007 GMC Sierra 1500 2GTEC13V071132216
2. Police Unit 170 - 2008 Dodge Charger 2B3KA43H78H227418
3. Police Unit 188 - 2011 Dodge Charger 2B3CL1CT5BH579244
4. Police Unit 189 - 2011 Dodge Charger 2B3CL1CT3BH579243

Background:

These vehicles all have high mileage and multiple mechanical issues that exceed the value of the vehicle. The City will dispose of these by selling them on GovDeals.

Financial Impact:

There is a small cost to list the items on GovDeals, but that is recouped in the sale.

Recommendation:

Approve the surplus of the vehicles and equipment for disposal.

Action requested:

Motion and affirmative vote to approve the listed vehicles and equipment for surplus.

Attachments:

- None